

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Release of Road Maintenance Bond**DEPARTMENT:** Public Works **DIVISION:** Roads - Stormwater**AUTHORIZED BY:** W. Gary Johnson **CONTACT:** Michael K. Arnold **EXT.** 5622
W. Gary Johnson, P.E. Director Division Manager**Agenda Date** 6-28-05 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve release of Road Maintenance Bond LC #03-03-0289 for the project known as Chuluota Plaza PCD.

District 1 - Commissioner Dallari (Mike Arnold)

BACKGROUND:

Release Road Maintenance Bond LC #03-03-0289 in the amount of \$5,558.00, for the project known as Chuluota Plaza PCD.

A two-year maintenance inspection was conducted by staff of the above-mentioned project and revealed to be satisfactory. Staff recommends the release of this bond.

Attachment: Copy of Bond

Reviewed by:	
Co Atty:	NA
DFS:	NA
Other:	NA
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	CPWR02

SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT

(Road Improvements)

THIS AGREEMENT is made and entered into this 27th day of March 2003, between MAHA DEVELOPMENT, INC., hereinafter referred to as 'PRINCIPAL,' and SEMINOLE COUNTY a political subdivision of the state of Florida hereinafter referred to as "COUNTY"

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm, drains and other appurtenances in that certain subdivision described as BLK4 (LESS BEG SE COR RUN W 75.07 FT N 320 FT E TO A PT N6 DEG 29 MIN 35 SEC E TO BEG) REPLAT PART OF TOWNSITE NORTH CHULUOTA, a Plat of which is recorded in Plat Book 12 Pages 45 Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated June 19, 2001, (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defeats resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from March 17, 2003 and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 03-03-0289 issued by First National Bank of Florida in the sum of FIVE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$5558.00).

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of FIVE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$5558.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from March 17, 2003, then this obligation shall be null and void, otherwise it shall remain in full force, and effect.

The County Engineer shall notify the PRINCIPAL in writing Of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered
in the presence of:

MATIA DEVELOPMENT, Inc

MILAN C. PATEL

By: M Patel

Date: 3/31/2003

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

M Patel
Manager, Rd Ops/Stormwater Div

Date: 5/9/03

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamling of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF Florida)
COUNTY OF Seminole) ss

The foregoing instrument was acknowledged before me this 31st day of March, 2003 by MILAN C. PATEL, who is personally known to me or who has produced Driver's License as identification.

Fonda C. Sheehan
Print Name Fonda C. Sheehan
Notary Public in and for the County
and State Aforementioned

My commission expires: _____

